



**BOARD OF SELECTMEN
Meeting Minutes
May 14, 2013**

Approved: June 3, 2013

PRESENT: Les Fox, Chair, Frank Powers, Clerk; Member; Vincent Amoroso, Member; Robert Stemple, Member and Raid Suleiman, Member

The documents discussed herein have been included with the file copy of the agenda packet for the above-referenced date and are hereby incorporated by reference.

CALL TO ORDER

At 6:30 P.M., Chair Fox called the meeting to order in the Blanchard Memorial School Library.

OLD BUSINESS

- Annual Town Meeting - No discussion.
- Ratification and execution of successor agreements between the town and the Massachusetts Coalition of Police, Local 200A, Dispatch and the town and Boxborough Professional Firefighters Local and 4601, for the period July 1, 2012 - June 30, 2015.
Member Powers moved to approve both contracts as presented, seconded by member Stemple. **Approved 5-0.**

EXECUTIVE SESSION

At 6:40 P.M., Member Powers moved to adjourn to executive session to discuss strategy with respect to negotiations with non-union personnel (Town Administrator) and to adjourn immediately upon completion. Seconded by Member Suleiman and **approved 5 – 0 by a roll call vote:** Fox, aye; Powers, aye; Suleiman, aye; Stemple, aye and Amoroso, aye.

Chair Fox stated that to conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board.



BOARD OF SELECTMEN
Meeting Agenda
May 14, 2013
Blanchard Memorial School
Library

1. CALL TO ORDER, 6:30 PM

2. OLD BUSINESS

- a) Annual Town Meeting
- b) Ratification and execution of successor agreements between the town and the Massachusetts Coalition of Police, Local 200A, Dispatch and the town and Boxborough Professional Firefighters Local and 4601, for the period July 1, 2012 - June 30, 2015.

3. EXECUTIVE SESSION

Move to adjourn to executive session to discuss strategy with respect to negotiations with non-union Personnel (Town Administrator) and to adjourn immediately upon completion

**ROLL CALL
VOTE:**

Chair shall state: "To conduct such session in an open meeting may have a detrimental effect on the bargaining position of the Board."

4. ADJOURN

Agreement

between

The Town of Boxborough

and

Massachusetts Coalition of Police, Local 200A

Dispatch

July 1, 2012 through June 30, 2015

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PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, Local 200A, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, and the establishment of rates of pay, hours of work, and other conditions of employment for all full-time public safety dispatchers and dispatch supervisors. "Full-time" refers to EMPLOYEES who regularly work more than forty (40) hours per week.

Throughout this Agreement, any reference to "Chiefs" means BOTH the Fire and Police Chiefs.

ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time public safety dispatchers and dispatch supervisors working for the EMPLOYER.

The EMPLOYER will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

ARTICLE 2 - UNION DUES AND AGENCY SERVICE FEE

SECTION 1. EMPLOYEES shall tender the initiation fee (if any) and membership dues by signing the authorization of dues form in Attachment B. During the life of this agreement and in accordance with the terms of the authorization form, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each EMPLOYEE who executes or has executed such form. Dues are deducted weekly for four (4) weeks per month. The EMPLOYER Treasurer shall remit the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have had said dues deducted. Such remittance shall be made monthly.

SECTION 2. The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30th) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same Officer of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the employee by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

The UNION shall indemnify and save harmless the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the EMPLOYER for the purposes of complying with the provisions of this Article.

ARTICLE 3 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this agreement.

SECTION 2. The following is the grievance procedure:

Informal Step: The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance with the Chiefs, informally, within fourteen (14) calendar days of its occurrence. The Chiefs shall attempt to adjust the grievance after an informal meeting.

Step 1: The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Chiefs. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought, on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for moving the grievance forward shall be started only upon personal receipt of documents by the Chiefs. The Chiefs shall establish the dates for further escalation and shall attempt to adjust or settle the matter, and respond in writing within fourteen (14) calendar days from the receipt by the Chiefs.

Step 2: If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chiefs' answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within thirty (30) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

SECTION 3. Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. Any grievance that is not responded to in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed denied. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

SECTION 4. No grievance based on an event or condition which occurred or existed prior to the effective date of this contract may be the subject of a grievance.

SECTION 5. The aggrieved EMPLOYEE shall have time off, with pay, to attend grievance hearings and arbitration hearings.

ARTICLE 4 - TRAINEE PERIOD

Each new EMPLOYEE shall be considered a TRAINEE for the first one hundred and twenty (120) days worked. TRAINEES may be disciplined, discharged, or otherwise terminated at the sole discretion of the EMPLOYER.

ARTICLE 5 - JUST CAUSE

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any EMPLOYEE after the discipline is given.

ARTICLE 6 - SENIORITY

Seniority of the EMPLOYEE shall be determined by the length of continuous paid service with the Town as a full-time EMPLOYEE. "Continuous Service" is any period of continuous paid service, including paid leaves of absence and time on Worker's Compensation, but excluding unpaid leaves of absence.

Seniority shall be the primary consideration in all cases of decrease of the working force and choice of vacation period.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

ARTICLE 7 – LAY OFF

EMPLOYEES who are laid off pursuant to this Agreement shall have the right of first refusal for reinstatement should the laid-off position(s) be rehired.

ARTICLE 8 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant or is created, such vacancy shall be posted in the designated place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) working days. Within twenty (20) working days of expiration of the posting period, the EMPLOYER will award the position to the most qualified applicant. The qualifications of an individual to perform the proposed job function will be the primary consideration of the EMPLOYER in considering EMPLOYEES within the Unit for promotion or transfer within the bargaining unit. If the EMPLOYER determines that no applicant is qualified, the EMPLOYER may fill the position from outside the bargaining unit.

All action is subject to Affirmative Action Rules and Regulations.

ARTICLE 9 - HOURS OF WORK

SECTION 1. The regular work week of all Full-time EMPLOYEES shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight).

SECTION 2. Regular work shifts are defined as follows: the day shift begins at 7:00 a.m. and ends at 3:00 p.m.; the evening shift begins at 3:00 p.m. and ends at 11:00 p.m.; the night shift starts at 11:00 p.m. and ends at 7:00 a.m. Additional shifts or changes to the work shifts may be established by the Chiefs after reasonable notice and consultation with the union.

SECTION 3. Shifts may be swapped with prior approval of the Chiefs or their designee provided there is no additional cost (e.g., overtime, shift differential) to the TOWN. Swaps must be documented on the weekly schedule without altering the originally scheduled assignments.

ARTICLE 10 - OVERTIME/SHIFT ASSIGNMENTS/CALL BACK & CALL IN/COMP TIME

SECTION 1. Overtime

If a regular Full-Time EMPLOYEE is required to be on duty for any period in excess of his/her scheduled hours of duty or shift, as defined in Article 9 Section 2, by order of the Chiefs or their designee because of a public safety emergency, EMPLOYEE shall be compensated for a minimum of one hour at the rate of one and one-half times his/her base hourly rate set forth in Article 30 below.

Vacation time, compensatory time, holiday time, bereavement time, sick time and personal time shall counted as hours worked for the purpose of determining when the EMPLOYEE shall be paid at one and one-half times his/her hourly base rate.

All overtime must be pre-approved by the Chiefs or their designee. EMPLOYEES are assigned to overtime shifts subject to department needs and at the discretion of the Chiefs or their designee.

EMPLOYEES are not permitted to work more than sixteen (16) hours in one twenty-four (24) period unless waived by the Chiefs or their designee because of a public safety emergency.

If an EMPLOYEE is unable to work an assigned shift, the shift will be posted and filled subject to the provisions of Section 3.

SECTION 2. Shift Assignments

EMPLOYEES will bid shift assignments three (3) times per year (January, May and September), unless there is a change in Department personnel that requires further changes to the shift assignments.

EMPLOYEES may be allowed to exchange regular shift assignments with the prior approval of the Chiefs or their designee provided that there is no cost to the EMPLOYER.

SECTION 3. Assignment of Open Shifts

Full-time EMPLOYEES shall be offered and have the right of first refusal to all open shifts arising from earned leave time used. Such open shifts shall be offered first to the EMPLOYEE who has been assigned the least number of open shifts. In the event that two or more EMPLOYEES have been assigned the same number of such open shifts, the EMPLOYEE with the greater amount of seniority shall be offered the shift.

SECTION 4. Call Back & Call In

"Call Back" refers to a situation where an EMPLOYEE, who has completed the work assigned on that day and has left the place of employment, is called back by the Chiefs on that same day prior to the start of his/her next regularly scheduled starting time. An EMPLOYEE on "call back" shall be compensated for a minimum of four (4) hours' pay at time and one half (1.5) for each call back; however, the EMPLOYEE may elect to receive compensatory time in lieu of pay, subject to the provisions of Article 10 Section 5.

"Call in" refers to a situation where an EMPLOYEE, during his/her day off, is called in to work due to an emergency, rather than to fill an open shift. An EMPLOYEE who is provided with twenty-four (24) hours or more notice on "call in" shall be compensated for a minimum of four (4) hours at time and one half (1.5) for each "call in". An EMPLOYEE who is provided with less than twenty-four (24) hours' notice on "call in" shall be compensated for a minimum of four (4) hours at double (2) time for each "call in". The EMPLOYEE may elect to receive compensatory time in lieu of pay, subject to the provisions of Article 10 Section 5.

When in the event of an emergency, it becomes necessary to call in personnel from outside of the unit to aid and assist in the Public Safety Dispatch Center, those persons shall be the first to be released from their duties when the work load lessens.

Call back and call in pay begins at the time of the call, if the call is less than one (1) hour before the EMPLOYEE is to report for work. If more than one (1) hour notice is given, the shift and pay begin when the EMPLOYEE arrives at the station.

Call back and call in pay does not apply to meetings scheduled at least a month in advance.

SECTION 5. Compensatory Time

In lieu of pay, an EMPLOYEE may elect to receive compensatory time off at a rate that is equivalent to the applicable overtime compensation rate provided that:

(a) The EMPLOYEE shall notify the Chiefs of the compensatory time off that he/she wishes to take no less than ten (10) days in advance.

(b) The Chiefs or their designee authorize the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chiefs or their designee unless they determine, in their sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.

(c) If an EMPLOYEE notifies the Chiefs less than ten (10) days in advance, the Chiefs shall not withhold their authority unreasonably.

(d) An EMPLOYEE shall not accumulate more than eighty (80) hours of compensatory time at any one time. All accumulated compensatory time must be used within the fiscal year in which it was earned. If such time is not used in the fiscal year in which it was earned, it will be paid at the rate at which it was earned in the last payroll check for the fiscal year.

(e) An EMPLOYEE will receive four (4) hours of compensatory time for each month in which no sick leave is used.

EMPLOYEES shall be allowed to use compensatory time in half-day increments, subject to the approval of the Chiefs.

SECTION 6. Order-in Policy

"Order in" refers to a situation where an EMPLOYEE is called in to work due to the need to fill a regularly scheduled open shift that has not been voluntarily filled or due to other unusual circumstances as determined by the Chief(s). An EMPLOYEE who is ordered in shall be compensated at double (2) time. An EMPLOYEE who is ordered in on a paid Holiday, as listed in Article 12, shall be compensated at double (2) time plus the applicable Holiday pay. The EMPLOYEE may elect to receive compensatory time in lieu of pay, subject to the provisions of Article 10 Section 5.

The filling of these "order in" shifts shall be from the Union. No EMPLOYEE shall be "ordered in" or "called in" during sick or bereavement time or the sixteen (16) hours immediately preceding or following the sick or bereavement time.

Each order in shift or partial shift shall be assigned to the EMPLOYEE who has been assigned the least number of order-in shifts thus far in the fiscal year; however, an EMPLOYEE who is out during a pre-approved vacation period shall be the last to be considered for an order-in shift. In the event that two or more EMPLOYEES have been assigned the same number of order in or partial shifts, the EMPLOYEE with the lesser amount of seniority shall be ordered in.

If an EMPLOYEE is ordered to work by the Chiefs or their designees during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of like time for each day affected. In the event

that a regularly scheduled unpaid day off falls within the vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days of compensatory time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

A vacation period shall be defined as a period which includes no less than eight (8) hours of vacation leave and begins at the end of the EMPLOYEE'S last scheduled shift prior to using vacation, personal and/or compensatory leave, and ends at the beginning of the EMPLOYEE's first scheduled shift after the use of said time.

ARTICLE 11 - MEAL BREAK

EMPLOYEES who are members of the bargaining unit voluntarily give up their right to a thirty (30) minute unpaid meal break after six (6) hours of working. EMPLOYEES will be permitted to eat at their workstation while working as long as such eating causes no disruption in the performance of their duties.

ARTICLE 12 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

and any other day that may be declared a Holiday by the EMPLOYER.

Holiday pay for each full-time EMPLOYEE shall be for eight (8) hours. If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday. EMPLOYEES ordered in to work on a paid Holiday will be compensated in accordance with the provisions of Article 10 Section 6.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or eight (8) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chiefs in advance of the holiday if he/she elects to take the holiday either as time off or as pay.

(b) The EMPLOYEE shall notify the Chiefs of the time off that he/she elects to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chiefs less than ten (10) days in advance for an unplanned event, the Chiefs shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.

(d) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

(e) There shall be no additional cost to the EMPLOYER.

ARTICLE 13 - VACATION

All full-time EMPLOYEES shall accrue vacation with pay as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	6.67 hours per month	Ten (10) work days
After five (5) years	<u>10 hours per month</u>	Fifteen (15) work days
After ten (10) years	<u>13.34 hours per month</u>	Twenty (20) work days
After fifteen (15) years	<u>16.67 hours per month</u>	Twenty-five (25) work days

EMPLOYEES shall be allowed to use vacation in half-day increments, subject to the approval of the Chiefs.

SECTION 1. For EMPLOYEES with hire date from January 1 through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1 through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

SECTION 2. Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred by the EMPLOYEE for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article.

SECTION 3. The Chiefs must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(S) shall receive priority provided however that such requests are not submitted more than six (6) months in advance.

Requests for vacation must be submitted to the Chiefs not less than fourteen (14) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chiefs. Approval for requests without sufficient notice will not be unreasonably withheld.

Requests for single or partial days must be submitted at least one (1) week in advance to permit Chiefs adequate time to schedule a replacement for the full or partial shift. Requests with less than seven (7) days' notice will not be unreasonably denied.

SECTION 4. An EMPLOYEE may request, subject to the approval of the Chiefs, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck. If an EMPLOYEE dies prior to working the full fiscal year, any vacation days advanced but not yet accrued shall not be deducted or paid back by his/her estate.

SECTION 5. If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

SECTION 6. If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

ARTICLE 14 - SICK LEAVE

SECTION 1. Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness or injury or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities.

SECTION 2. No EMPLOYEE may accumulate more than one hundred and eighty (180) days sick leave with pay.

SECTION 3. In absences of four (4) or more consecutive working days, the Chiefs, at their sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

SECTION 4. After an extended medical leave or accident, the Chiefs, at their sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. Extended leave is an absence of more than ten (10) consecutive working days.

SECTION 5. Unused sick leave can not be converted to pay or compensation of any kind

SECTION 6. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act shall be required to substitute accrued paid sick leave as part of the twelve (12) weeks leave provided under the Act.

SECTION 7. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Maternity Leave Act because of the birth or adoption of a child shall be required to substitute accrued paid leave as part of the leave provided under the Acts.

ARTICLE 15 - JURY PAY

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S pay between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The EMPLOYEE must provide proof of Jury Duty attendance prior to payment.

ARTICLE 16 - BEREAVEMENT LEAVE

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of an EMPLOYEE shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chiefs shall grant such EMPLOYEE a leave of absence with pay for a period of one (1) working day. Compensation for regular part-time EMPLOYEES shall be at a fraction of eight (8) hours per day taken, such fraction being the average number of hours worked per week divided by forty (40).

EMPLOYEES shall be allowed to take bereavement leave in half-day increments, subject to the approval of the Chiefs.

ARTICLE 17 - PERSONAL LEAVE

SECTION 1. Full-time EMPLOYEES shall be allowed each fiscal year, as hereinafter provided, three (3) personal days with pay, at their straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chiefs and such approval shall not be unreasonably withheld.

SECTION 2. New EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked. EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked.

SECTION 3. EMPLOYEES may accrue no more than three (3) personal days. Personal days may be taken at any time during the fiscal year from July 1st to June 30th. If the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any personal days taken but not yet accrued according to the formula above shall be deducted from that EMPLOYEE'S final pay check. If the EMPLOYEE dies prior to working the full fiscal year, personal days used but not yet accrued shall not be deducted from the EMPLOYEE'S final paycheck. Personal days may not be converted to pay or compensation of any kind. Personal days may not be used in less than half-day increments.

SECTION 4. Unpaid Leaves of Absence. EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

ARTICLE 18 - MILITARY LEAVE

If an EMPLOYEE who is a member of an organized unit of the ready reserve of the armed forces gives written notice to the Chiefs of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by *M.G.L. Chapter 149, Section 52A* so long as he/she complies with the terms and conditions set forth therein. Such an EMPLOYEE shall be paid the compensation that he/she would otherwise have received during his/her normal workweek, less all monies that he/she received from the military (excluding reimbursement of his/her out-of-pocket expenses) for such training.

ARTICLE 19 - UNION REPRESENTATIVES

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chiefs, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances, and to attend arbitration, hearings, or any other administrative meeting.

ARTICLE 20 - ACCESS TO PREMISES

The EMPLOYER reasonably agrees to permit representatives of the Massachusetts Coalition of Police to enter the premises at any time for discussion of working conditions with individual EMPLOYEES who are subject to this Agreement, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chiefs may require prior notice. No more than two (2) representatives will enter the premises at any time.

The UNION shall be permitted to use facilities of the EMPLOYER for the transaction of UNION business during working hours, and to have reasonable use of the EMPLOYER'S facilities for UNION meetings during off-duty hours, subject to advance notice and approval of the EMPLOYER. Such approval shall not be unreasonably withheld.

ARTICLE 21 - BULLETIN BOARDS

Announcements shall be posted in the lunchroom bulletin board. For the purposes of this section "Announcements" will be defined as notices of official UNION business with copies provided to the Chiefs.

ARTICLE 22 - TRAINING

Full-time EMPLOYEES are eligible for reimbursement of tuition and the cost of books, within the limits of the approved educational budget for the department, provided that:

1. The course provides for professional development directly related to the EMPLOYEE'S current work assignment.
2. Any such course is approved in advance by the Chiefs.

3. The course is completed with a grade of B-or better.

For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or State University, full tuition remission shall apply. For enrollment in any non-state-supported course or program offered through continuing education at any Community College, State College, or State University, fifty percent (50%) tuition remission shall apply.

ARTICLE 23 - WORKER'S COMPENSATION

In the event that an EMPLOYEE shall be entitled to disability compensation pursuant to the provisions of the Worker's Compensation Act, he/she may, within a reasonable period of time after receiving the benefits, take whatever authorized paid leave to which he/she may otherwise be entitled, in increments of four (4) hours up to a maximum of sixteen (16) hours per week, in order to bring his/her total compensation up to the full rate of pay provided for his/her position

EMPLOYEES will report a work-related accident or injury in writing to their immediate supervisor within forty-eight (48) hours, regardless of whether such accident or injury causes absence from work. Reports may be submitted on the "Industrial Accident Report" form available from the Town Treasurer.

ARTICLE 24 - INSURANCE

SECTION 1. Medical Insurance - The EMPLOYER will continue to provide the following plans or their equivalents: an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER

SECTION 2. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars coverage (\$10,000.00). The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

SECTION 3. Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

SECTION 4. Disability Insurance - The EMPLOYER will continue to provide the Disability Insurance or equivalent that is presently in effect. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

SECTION 5. Changed Benefits - In the event the EMPLOYER changes benefits or terms relating to insurance in excess of or more advantageous to the EMPLOYEES than those provided in this Agreement, such benefits or terms shall prevail to the extent permitted by law.

SECTION 6. The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

ARTICLE 25 - MILEAGE ALLOWANCE

All EMPLOYEES who are authorized by the Chiefs to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

ARTICLE 26 - SEVERABILITY

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

ARTICLE 27 - COMPLETE AGREEMENT

This document and the current mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

ARTICLE 28 - MANAGEMENT RIGHTS

SECTION 1. This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of Dispatch shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2. The EMPLOYER shall exercise the customary rights and responsibilities of the management of Dispatch. The EMPLOYER shall have the exclusive right to manage Dispatch, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

SECTION 3. The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances.

ARTICLE 29 - NO STRIKE/LOCKOUT

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided in this Agreement. The UNION EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement, agree that so long as this Agreement is in effect, neither the UNION nor any EMPLOYEE or group of EMPLOYEES shall permit or engage in any strike, sympathy strike, slow down, stoppage of work, or other interference with work. The EMPLOYER agrees that so long as this Agreement is in effect, there shall be no lockout. EMPLOYEES covered by this Agreement who engage in strike activity prohibited by this Article shall be subject to discipline or discharge without application of progressive discipline.

ARTICLE 30 - WAGES

SECTION 1. The EMPLOYER and the UNION agree to continue the performance evaluation system currently in place.

SECTION 2. Existing EMPLOYEES will receive the planned step pay increase on July 1 if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at Step 1 (or another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1 will move to the next Step on the following July 1 if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1 will receive the planned step pay increase on the July 1 after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

SECTION 3. Wages will be increased by 1.5% COLA in FY 13, FY 14 and FY 15, as reflected in the tables that follow.

Schedule for Hourly Rates for FY13

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F
Step	17.23	17.83	18.46	19.11	19.77	20.47
COLA (1.5%)	.26	.27	.28	.29	.30	.31
Total Wages	17.49	18.10	18.74	19.40	20.07	20.78
Overtime	150% of hourly rate					

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F
Step	19.06	19.72	20.42	21.13	21.87	22.63
COLA (1.5%)	.29	.30	.31	.32	.33	.34
Total Wages	19.35	20.02	20.73	21.45	22.20	22.97
Overtime	150% of hourly rate					

Schedule for Hourly Rates for FY14

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F
Step	17.49	18.10	18.74	19.40	20.07	20.78
COLA (1.5%)	.26	.27	.28	.29	.30	.31
TOTAL WAGES	17.75	18.37	19.02	19.69	20.37	21.09
Overtime	150% of hourly rate					

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F
Step	19.35	20.02	20.73	21.45	22.20	22.97
COLA (1.5%)	.29	.30	.31	.32	.33	.34
Total Wages	19.64	20.32	21.04	21.77	22.53	23.31
Overtime	150% of hourly rate					

Schedule for Hourly Rates for FY15

Dispatcher

	Step A	Step B	Step C	Step D	Step E	Step F
Step	17.75	18.37	19.02	19.69	20.37	21.09
COLA (1.5%)	.27	.28	.29	.30	.31	.32
Total Wages	18.02	18.65	19.31	19.99	20.68	21.41
Overtime	150% of hourly rate					

Dispatch Supervisor

	Step A	Step B	Step C	Step D	Step E	Step F
Step	19.64	20.32	21.04	21.77	22.53	23.31
COLA (1.5%)	.29	.30	.32	.33	.34	.35
Total Wages	19.93	20.62	21.36	22.10	22.87	23.66
Overtime	150% of hourly rate					

SECTION 4. An EMPLOYEE assigned in writing to perform the duties regularly conducted by a supervisor for a minimum of two (2) consecutive weeks shall be paid at the supervisor's rate of pay for the period worked in such capacity.

SECTION 5. An EMPLOYEE scheduled to work hours within the evening shift (3:00 p.m. to 11:00 p.m.) shall receive a differential of \$0.60 per hour for those hours. An EMPLOYEE scheduled to work hours within the night shift (11:00 p.m. to 7:00 a.m.) shall receive a differential of \$0.90 per hour for those hours.

ARTICLE 31 - COURT TIME

An EMPLOYEE required by the Chiefs or the court to be in court, if not the defendant or the plaintiff, shall be compensated for a minimum of four (4) hours. The EMPLOYER has the right to at least four (4) hours work even if the court appearance does not require the full four (4) hours.

ARTICLE 32 - UNIFORM ALLOWANCE

Initially EMPLOYEES may receive reimbursement for documented uniform expenses up to three hundred dollars (\$300.00) and thereafter a yearly replacement reimbursement for documented uniform expenses up to three hundred dollars (\$300). Worn or damaged items shall be returned at the Chiefs' request. Reimbursement monies not used may not be carried into the next fiscal year.

Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chiefs or their designee when the EMPLOYEE leaves the Town's employ.

ARTICLE 33 – EMERGENCY MEDICAL DISPATCH (EMD) CERTIFICATION

The EMPLOYER and the UNION agree to re-open this Agreement for the sole purpose of negotiating further on the subject of base wages at such time that EMD is no longer provided through an external certified Emergency Medical Dispatch (EMD) resource.

ARTICLE 34- SAFETY AND HEALTH

The EMPLOYER and the UNION mutually recognize the need for a work environment in which safe operations can be achieved for all phases of work. The EMPLOYER shall make reasonable provisions for the safety and health of its EMPLOYEES during their hours of employment, and the EMPLOYEES shall be expected to cooperate with the EMPLOYER.

ARTICLE 35 - DURATION

The provisions of this Agreement will become effective July 1, 2012 and will continue in full force and effect through June 30, 2015 or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2014 give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by Local 200A, Massachusetts Coalition of Police, Dispatch.

Signed, this _____ day of _____, 2013

For the EMPLOYER:

For the UNION:

Leslie R. Fox, Chairman

Brenda Santucci, President

Vincent M. Amoroso, Clerk

Michelle Poirier, Vice President

Francis J. Powers

Robert T. Stemple

Raid M. Suleiman

ATTACHMENT A - COMPLAINT/GRIEVANCE FORM

**Town of Boxborough
Complaint/Grievance Form**

Statement of grievance, including date of occurrence:

Article & Section reference from Contract:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Signature of Union Representative

Date

Step	Procedural Recipient	Procedural Date to Move Forward	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Chief(s)	(14 cal. days)				
Step 1	Chief(s)	(14 cal. days)				
Step 2	BOS	(14 cal. days)				
Step 2b	BOS ruling	(30 cal. days)				
Step 3	Arbitration					

ATTACHMENT B - PAYROLL DEDUCTION FORM

AUTHORIZATION FOR PAYROLL DEDUCTION

BY

Last Name First Name Middle Name

TO

TOWN OF BOXBOROUGH
Employer

EFFECTIVE

Date

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and weekly for four (4) weeks per month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union monthly.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless written order of revocation is given by me to you and to the UNION ten (10) days prior to the expiration for the anniversary of the signing of this card or the termination of this agreement (whichever occurs first).

**AGREEMENT
BETWEEN
THE
TOWN OF BOXBOROUGH
AND
BOXBOROUGH PROFESSIONAL FIREFIGHTERS
LOCAL 4601**

JULY 1, 2012 through JUNE 30, 2015

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PREAMBLE

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Boxborough Professional Firefighters, Local 4601, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for all permanent, full-time, uniformed Firefighter/EMTs, Lieutenants and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this Agreement.

ARTICLE 2 - NON DISCRIMINATION / UNION SECURITY

SECTION 1: EMPLOYEES shall be free to become or refrain from becoming members of the UNION as they see fit.

SECTION 2: The EMPLOYER agrees not to enter into any bargaining or individual negotiations or collective agreement with any EMPLOYEE of the Boxborough Fire Department for purposes dealing with the normal duties of the Department, as described in Article 9, without consent of the UNION.

SECTION 3: A failure by the EMPLOYER and the UNION to exercise any rights, as determined by this Agreement, or a decision of the EMPLOYER and the UNION to not exercise any rights, shall not be deemed to be a waiver by the EMPLOYER and the UNION should either choose to enforce the rights in any other instance or instances.

ARTICLE 3 - UNION DUES / AGENCY SERVICE FEES

SECTION 1: The EMPLOYER agrees to deduct one initiation fee, in the amount to be set by the UNION, for each EMPLOYEE who so authorizes the EMPLOYER in writing; and to deduct UNION dues not to exceed the amount set by the UNION members from the pay of each EMPLOYEE who executes or has executed an appropriate form of authorization and to remit monthly the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have said dues deducted. The authorization form attached hereto as Attachment B and made a part hereof, is deemed by the parties to be an appropriate form. The UNION shall be responsible to provide the EMPLOYER Treasurer with the amount of the initiation fee and dues relative to this article. An EMPLOYEE that submits a payroll deduction form must also sign a "hold harmless agreement" to withhold any liability from the EMPLOYER once the money is turned over to the UNION.

SECTION 2: Any member of the bargaining unit who is not a member of the UNION shall, as a condition of employment during the life of this Collective Bargaining Agreement, pay a monthly agency service fee to the UNION in an amount not greater than the UNION dues. The agency service fee requirement for any member of the Department who is not a member of the UNION shall begin after the thirtieth (30th) day following the commencement of his/her employment or the effective date of this Agreement, whichever is later. The EMPLOYER agrees to deduct the agency service fees from the salary of each EMPLOYEE that is not a member of the UNION who signs an authorization permitting the deductions to be made and a hold harmless agreement. Said agency service fees shall be handled in the same manner as UNION dues, described in Section 1 of this Article. This section of the contract shall be applied in conformance with Chapter 150E, Sec. 12, and Chapter 180, Sec. 17A, of the General Laws of Massachusetts.

SECTION 3: It is understood that it is the responsibility of the UNION to provide any necessary authorization forms and to have them executed by the EMPLOYEES.

ARTICLE 4 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: A grievance is defined as any dispute between a represented EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

SECTION 2: The following is the grievance procedure:

Step 1: The Steward, with or without the aggrieved EMPLOYEE, shall take up the grievance, in writing, with the Chief, within fourteen (14) calendar days of its occurrence... "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on, a cover sheet in the form of the Complaint/Grievance Form (per Attachment A) The form shall be hand delivered between the parties and signed and dated by each of the parties at each step of the process.

The time clock for escalation of the grievance shall be started only upon personal receipt of documents by the Chief, who shall attempt to resolve or adjudicate the matter with a response in writing within fourteen (14) calendar days of receipt.

Step 2: If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Board of Selectmen will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within fourteen (14) calendar days from the date of the hearing.

Step 3: In the event that the grievance remains unresolved, after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this Agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION. However, if the UNION or aggrieved EMPLOYEE withdraws the complaint from arbitration within six (6) months of submission to arbitration, the UNION or the EMPLOYEE is responsible for all administrative fees.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

SECTION 3: Any grievance which is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.

SECTION 4: No grievance based on an event or condition which occurred or existed prior to the enactment of this contract may be the subject of a grievance.

SECTION 5: The failure of the EMPLOYEE to file a grievance, or the decision of the EMPLOYEE not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an EMPLOYEE chooses to file a grievance in any other instance or instances.

ARTICLE 5 - JUST CAUSE

EMPLOYEES who have passed their training period shall not be disciplined or discharged without just cause. The UNION Steward shall be notified in writing of the discipline of any non-TRAINEE after the discipline is given.

ARTICLE 6 - SENIORITY

Seniority is determined from the start date of full-time employment as a Firefighter/EMT for the EMPLOYER. Call time, Per Diem time, other EMPLOYER employment, and employment in other towns shall not be factored in. Disability, disciplinary actions, and approved leave of absences shall not be considered in determining seniority.

The length of continuous service as a full-time EMPLOYEE in the Boxborough Fire Department, shall determine the seniority of the EMPLOYEE.

Each fiscal year the EMPLOYER will supply to the UNION an up-to-date seniority list.

ARTICLE 7 - HOURS OF WORK / OVERTIME / CALL BACK/ ORDER IN TO DUTY

SECTION 1: Unless otherwise provided for in this Agreement, the normal weekly hours of duty for UNION EMPLOYEES shall not exceed fifty (50) hours per week, and will not exceed ten (10) hours per day. The regular work schedule will be five (5), ten (10) hour days. An alternative schedule may be arranged by mutual agreement between the UNION and the Chief.

SECTION 2: Work schedules in force at the time of the adoption of this Agreement shall not be changed without one-month's notice, except in an emergency.

SECTION 3: Whenever any EMPLOYEE is assigned by the Chief to work in excess of his/her regularly assigned work week or daily work schedule, he/she shall be paid for such overtime work at one and one-half (1.5) times his/her normal hourly rate, or he/she may, with the consent of the Chief, take compensatory time off at one and one-half (1.5) times the overtime hours worked.

SECTION 4: Overtime pay shall be calculated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate, said hourly rate to be determined by dividing the appropriate weekly pay by fifty (50). Appropriate weekly pay includes base weekly pay and any stipend pay, if applicable.

Overtime payable to the EMPLOYEES shall be paid on the next payday after the pay period in which the overtime is worked.

SECTION 5: Compensatory time off in lieu of overtime pay (per Section 3) shall be available for use upon its being granted by the Chief, and must be used within the fiscal year in which it was earned. An EMPLOYEE shall not accumulate more than five (5) days of compensatory time in a fiscal year. If such time is not used in the fiscal year in which it was earned it will be paid, at the rate at which it was earned, in the last payroll check of the fiscal year.

If an EMPLOYEE'S employment with the EMPLOYER is voluntarily terminated or forced by staff reduction, then the unused compensatory time that has not expired will be paid to the EMPLOYEE at one and one-half (1.5) times their hourly wage.

SECTION 6: In the event that bargaining unit EMPLOYEES are required to return to work to provide coverage they will receive a four (4)-hour minimum at their overtime rate. Call Firefighters will not be called in without also recalling full-time firefighters. A call back shall be made when an incident requires a more-than-one-apparatus response. A call back shall be made on any incident listed in the dispatch protocols as being a more-than-one-piece response. A call back shall be made on all mutual-aid runs. A failure of dispatch or department personnel to follow protocol shall not prevent a member from being compensated if returning for a call back. The Chief, or a Department Officer, has the right to evaluate a situation and alter the regular procedures for a response if it is warranted.

SECTION 7: An EMPLOYEE responding to a box or still alarm, called back to duty, or held overtime beyond his regular tour of duty shall be released when, in the opinion of the Chief or of the officer in charge, the situation initiating the response no longer warrants the extra coverage and equipment is back in service to the Chief's or officer-in-charge's satisfaction.

SECTION 8: If a shift is not filled seventy-two (72) hours prior to the start time of the shift, then it shall be offered to EMPLOYEES covered under this Agreement. It shall be offered in a rotating manner, as approved by the Chief. An EMPLOYEE who is provided with 24 hours or more notice shall be compensated at a rate of one and one-half (1.5) times the EMPLOYEE'S regular hourly rate as covered under Section 4. An EMPLOYEE who is provided with less than 24 hours' notice shall be compensated at two (2) times the EMPLOYEE'S regular hourly rate.

An EMPLOYEE will receive notice of an order-in not later than twenty-four (24) hours prior to the start time of a shift, unless an emergency situation exists. The order-in rotation list will be subject to the Chief's review as appropriate.

An order-in will not be instituted until it is offered first through the rotation list and then to per-diem firefighters. The only exception would be an emergency situation. The Chief may require a full-time shift to be filled by full-time EMPLOYEES.

SECTION 9: The system for offering non-emergency overtime work and the call back of personnel in emergency situations may be devised and recommended by the UNION, but must be approved by the Chief prior to installation. This section shall apply to both full-shift coverage and other overtime not caused by a fire or ambulance emergency.

SECTION 10: Any and all overtime hours shall be offered to EMPLOYEES covered by this Agreement first, before per-diem or other EMPLOYER EMPLOYEES. Full-time shift openings shall be offered to EMPLOYEES covered by this Agreement before any other persons.

SECTION 11: No EMPLOYEE shall be required to work more than three (3) consecutive shifts, unless it is an emergency situation. No EMPLOYEE shall work more than four (4) consecutive shifts unless deemed necessary by the Chief.

SECTION 12: The Town agrees, that upon request of the UNION, it will meet with the union during the life of this Agreement to discuss alternate scheduling scenarios. It is understood that the Agreement is not being re-opened for such purposes, but the meeting is purely exploratory in nature to be informational and advisory.

ARTICLE 8 - DUTIES

SECTION 1: The EMPLOYEES of the Fire Department shall normally perform duties to prevent, control and extinguish fires, and other duties reasonably related thereto, operation of the Fire Department ambulance and the daily maintenance of property equipment, and facilities necessary for efficiency, safety, and cleanliness within the Department. Such duties shall include all those heretofore performed by EMPLOYEES of the Fire Department and shall also include emergency snow shoveling at, and testing of, fire hydrants. The EMPLOYER will be responsible to provide the necessary equipment to carry out the duties (i.e., snowplow, shovels, brooms, cleaning equipment, tools, etc.). Duties will be in accordance with current job descriptions.

SECTION 2: An EMPLOYEE may be asked, but shall not be ordered to perform the duties of another EMPLOYER's department or EMPLOYEE. An EMPLOYEE may be asked, but shall not be ordered to do any work outside the normal scope of the firefighters' current job description or to do work which requires special licenses or permits.

SECTION 3: An EMPLOYEE working out of rank for more than three (3) consecutive work days will receive compensation for that rank at the lowest step that is higher than the EMPLOYEE'S normal salary. An EMPLOYEE working out of rank at a lower rank will maintain their normal pay rate.

ARTICLE 9 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

And any other day that may be declared a Holiday by the Town of Boxborough.

Holiday pay for each EMPLOYEE shall be paid at the EMPLOYEE'S normal daily rate.

If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay an amount equal to one and one-half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours' pay at such rate. The Chief may require that Holidays be filled by at least one full-time member. The full-time member will be chosen on a rotating basis in a manner determined by the Chief. If the Chief is unable to fill other slots with per-diem EMPLOYEES then full-time members will be assigned in the same order as the order-in rotation list.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or ten (10) hours of time off without loss of pay provided that:

(a) The EMPLOYEE shall notify the Chief in advance of the holiday if they elect to take the holiday either as time off or as pay.

(b) The EMPLOYEE shall notify the Chief of the time off that they elect to take off no less than ten (10) days in advance.

(c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance, for an unplanned event the Chief shall not withhold their authority unreasonably, provided that there is no additional cost to EMPLOYER.

(d) The EMPLOYEE will not work an overtime shift before or after the holiday shift used as a day off, except with the approval of the Chief.

(e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

ARTICLE 10 – VACATIONS

All EMPLOYEES shall accrue vacation, with pay, as follows:

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	8.34 hours per month	
After one (1) year	10 hours per month	Twelve (12) work days
After five (5) years	12.5 hours per month	Fifteen (15) work days
After ten (10) years	16.67 hours per month	Twenty (20) work days
After fifteen (15) years	20.83 hours per month	Twenty-five (25) work days

Employees shall be allowed to use vacation in half-day increments.

SECTION 1: For EMPLOYEES with hire date from January 1, through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For EMPLOYEES with hire date from July 1, through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

SECTION 2: Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred, by the EMPLOYEE, for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article.

SECTION 3: The Chief must pre-approve vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(s) shall receive priority.

Requests for vacation must be submitted to the Chief not less than forty-five (45) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

An EMPLOYEE shall not have to cancel approved vacation time to a senior member if there is less than two-months time before the approved date(s).

SECTION 4: If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

SECTION 5: If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

SECTION 6: If an EMPLOYEE is ordered to work by the Chief or his/her designee during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

ARTICLE 11 - SICK LEAVE

SECTION 1: EMPLOYEES shall be entitled to one (1) day (10 hours) of paid sick leave for each month of continuous service per year to be used in case of illness, or injury, or other temporary disability which necessitates his/her absence from work. A maximum of twelve (12) days of sick leave may be earned in any calendar year.

SECTION 2: No EMPLOYEE may accumulate more than one hundred eighty (180) days (1,800 hours) sick leave with pay.

SECTION 3: In absences of more than three consecutive working days, the Chief, at his/her sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick-leave pay.

SECTION 4: If the EMPLOYEE has a medical condition preventing accomplishment of assigned duties, the EMPLOYEE must notify the Chief of such condition prior to reporting for duty.

SECTION 5: After an extended leave or accident, the Chief, at his/her sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work.

SECTION 6: When an EMPLOYEE is on sick leave and his/her accrued sick time expires, further sick leave benefits will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with FMLA and MGL Chapter 32B.

SECTION 7: Unused sick leave can not be converted to pay or compensation of any kind.

ARTICLE 12 - JURY DUTY

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S wages between a normal week's wages and compensation received for jury duty, excluding expenses. EMPLOYEE will provide proof of jury duty attendance prior to payment.

ARTICLE 13 - BEREAVEMENT LEAVE

In the event that the spouse or partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle brother-in-law or sister-in-law of a regular, full-time employee, or of the employee's spouse or partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

ARTICLE 14 - PERSONAL BUSINESS LEAVE

EMPLOYEES shall be allowed each fiscal year, as hereinafter provided, three (3) ten (10) hour personal days with pay, at their straight-time rate, to attend to business matters which necessitate their presence. Such leave shall be taken with the prior approval of the Chief, which shall not be unreasonably withheld.

EMPLOYEES are eligible for one day of paid personal leave for each four (4) months worked. EMPLOYEES may accrue no more than three (3) personal days. Personal days may not be converted to pay or compensation of any kind.

ARTICLE 15 - MILITARY LEAVE

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

ARTICLE 16 - UNION REPRESENTATIVES

A written list of UNION officers and the name of the UNION steward shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER in writing of any changes.

Upon prior approval of the Chief, the UNION steward shall be allowed time off with pay, up to three (3) days per year, to investigate and file grievances and to attend arbitration, hearings, or any other administrative meeting.

ARTICLE 17 – PRIVATE PUBLIC SAFETY DETAIL PAY

SECTION 1: Private-party public safety details shall be paid at forty-five dollars (\$45.00) per hour with a four (4)-hour minimum. A twenty-four (24)-hour notice prior to cancellation for detail coverage is required. Notice shall be made to the Boxborough Fire Department. After four (4) hours worked, an employee working the private detail will be compensated at the rate of forty-five dollars (\$45) per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8) hours will be compensated on an hour-to-hour basis at the rate of sixty-seven dollars and fifty cents (\$67.50) per hour for those hours in excess of eight (8) hours. Any number of minutes into a new hour is considered a full hour for payment terms.

SECTION 2: Details requested by private concerns, shall be offered to full-time members before any other department members.

SECTION 3: Details will be offered to full-time members on a rotating basis. If no full-time member accepts the detail then it can be offered to Call Firefighters.

ARTICLE 18 - ACCESS TO PREMISES

The EMPLOYER agrees to permit representatives of the Professional Firefighters of Massachusetts and the International Union of Firefighters to enter the premises at any time for discussion of working conditions with individual EMPLOYEES, provided that they do not interfere with the performance of duties assigned to the EMPLOYEES. The Chief may require prior notice. No more than two (2) representatives will enter the premises at any time.

ARTICLE 19 - BULLETIN BOARDS

Announcements shall be posted on the Fire Station UNION bulletin board, which will be located in a non-public area of the station. For the purposes of this Section, "Announcements" will be defined as notices of official UNION business, signed by the officer who is posting, with a copy provided to the Chief.

ARTICLE 20 - TRAINING

EMPLOYEES are encouraged to attend classes at the Massachusetts Firefighting Academy and the National Fire Academy. Firefighters/EMTs shall not lose benefits, pay, or vacation days while attending classes authorized or mandated by the Chief. For such authorized or mandated classes that are not during normal work hours, Firefighters/EMTs will be paid at their overtime rate.

ARTICLE 21 - NEW HIRES/ TRAINING PERIOD

SECTION 1: If not already so qualified, new hires shall successfully complete the Massachusetts Firefighting Academy (MFA) Recruit Training Program and shall be a Massachusetts State Certified Emergency Medical Technician under the guidelines of the Massachusetts Office of Emergency Medical Services before the end of their training period.

SECTION 2: New hires shall be TRAINEES for a minimum of a six-month period or 120 worked shifts, whichever is longer, and until they have successfully completed the (MFA) Recruit Training Program with the option for extensions of the TRAINEE period that may be initiated by the Chief. Time that is spent by a new hire completing the (MFA) Recruit Training Program shall not be counted toward the six month/120 worked shifts minimum under this section.

SECTION 3: TRAINEES may be disciplined, discharged, or otherwise terminated in the sole discretion of the Chief.

ARTICLE 22 - INSURANCE

SECTION 1: Medical Insurance - the EMPLOYER will continue to provide an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER or their equivalent.

SECTION 2: Group Life, Accidental Death and Dismemberment Insurance - the EMPLOYER will continue to provide the same insurance, or its equivalent, presently in effect and pay fifty percent (50%) of the first ten thousand dollars' coverage (\$10,000.00) of the premium for this insurance. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

SECTION 3: Liability Insurance - the EMPLOYER will continue to provide the liability insurance, or equivalent, presently in effect to EMPLOYEES.

SECTION 4: Disability Insurance - the EMPLOYER will continue to provide the disability insurance, or equivalent, presently in effect to EMPLOYEES. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

SECTION 5: Changed Benefits - in the event that the EMPLOYER changes benefits or terms relating to insurance, in excess of, or more advantageous to the EMPLOYEES, than those provided in this Agreement, such benefits or terms shall prevail to the extent permitted by law.

SECTION 6: The Town and the Union acknowledge that the Town is a member of the Minuteman Nashoba Health Group (MNHG). The parties acknowledge that the MNHG has and continues to provide excellent benefits at an affordable cost for all eligible participating employees of the Town. Considering such, the Town and the Union both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

ARTICLE 23 - MILEAGE ALLOWANCE

All EMPLOYEES who are requested and authorized by the Chief to use their personal vehicles in the performance of their duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

ARTICLE 24 - UNIFORMS / GEAR

SECTION 1: EMPLOYEES will be issued a complete set up consisting of: five (5) complete sets of station wear to include a belt and badges (shirt, coat and wallet), one (1) uniform jacket (spring/fall style), one (1) uniform jacket (winter style) and one (1) pair of work boots (NFPA approved).

All EMPLOYEES shall be issued a complete set of NFPA compliant personal protective equipment to include: turnout coat, turnout pants, hood, boots, mask, gloves, suspenders, and helmet. EMPLOYEES shall be issued a PASS device, flashlight and charger, and tone alert radio pager and charger.

Personal protective equipment shall be properly sized and replaced every five (5) years, or sooner if deemed necessary by the Chief.

SECTION 2: Complete Class A uniforms will be provided to new hires at completion of the training period. Class A uniform upkeep or replacement is covered under Section 4.

SECTION 3: Personnel approved by the Chief to attend the Massachusetts Firefighting Academy Recruit Training Program shall be issued appropriate items required by the Academy for attendance and completion.

SECTION 4: EMPLOYEES will be allotted a uniform allowance of eight hundred and fifty dollars (\$850) each fiscal year. Allotment monies may be used by EMPLOYEES to purchase any items of clothing worn or used in departmental duties and fire service equipment subject to approval of the Chief. Allotment monies not used may not be carried into the next fiscal year.

New Hires start their yearly uniform allowance on the first day of the fiscal year after their date of hire. If a new hire starts his/her employment less than eight (8) months before the start of the next fiscal year then the allowance for his/her first full fiscal year will be one-half (0.5) of the usual allowance.

Uniform allotment use must be approved by the Chief. Worn or damaged items shall be returned upon the Chief's request. Upon termination of employment all equipment, gear, and uniforms shall be turned in to the Chief.

SECTION 5: if the Chief determines that a new uniform is required for EMPLOYEES, the EMPLOYER will provide new uniform components to the EMPLOYEES.

ARTICLE 25 - COMPLETE AGREEMENT

This document and the current, mutually accepted, job descriptions constitute complete Agreement between the EMPLOYER and the UNION. It is acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties will meet immediately to resolve the provision in dispute.

ARTICLE 26 - MANAGEMENT RIGHTS

SECTION 1: This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Fire Department shall be conducted, except as may otherwise be provided in this Agreement.

SECTION 2: The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Fire Department. The EMPLOYER shall have the exclusive right to manage the Fire Department, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge, maintain discipline, and require the observance of the EMPLOYER's reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may dismiss any EMPLOYEE with an overall performance rating below "meets requirements" if the rating has not been remedied to "meets requirements" in six (6) months. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

SECTION 3: The failure of the EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances, shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances.

ARTICLE 27 - STRIKES AND WORK STOPPAGE

The UNION and the EMPLOYER agree that differences between the parties shall be settled by peaceful means provided within this Agreement. The UNION, and EMPLOYEES within the bargaining unit, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, instigate, sanction, or condone any strikes, work stoppages, delays, or any concerted refusal to perform normal work duties, as such actions are defined by M.G.L., Chapter 150E, on the part of any EMPLOYEE or group of EMPLOYEES covered by this Agreement. Violation of this article may be grounds for termination of employment.

ARTICLE 28 - CAREER INCENTIVE

SECTION 1: All regular full-time EMPLOYEES subject to this Agreement who further their education in a field related to their job, or beneficial to the EMPLOYER, or the Fire Department in general, shall receive a base salary increase as shown below:

Associate Degree	Four percent (4%) of base pay
Baccalaureate	Six percent (6%) of base pay
Masters Degree	Eight percent (8%) of base pay

Semester hours of credit must be earned as part of a degree program leading to an Associate, Baccalaureate or Master's Degree in the field of Fire Science, Medical Sciences, Public Administration or other degree approved by the EMPLOYER. Credits must be awarded by an educational institution accredited by the New England Union of Colleges and Secondary Schools or by the Board of Higher Education. Career Incentive increases shall be granted with the approval of the EMPLOYER upon certification of credit properly earned.

ARTICLE 29 - EMERGENCY MEDICAL TECHNICIANS

SECTION 1: The EMPLOYER will provide for and/or fund classes for at least 28 hours of continuing education credits within two (2) years.

SECTION 2: The EMPLOYER will provide for and/or fund at least one BLS refresher course every two (2) years. The Chief will oversee scheduling of an in-station course, but has the discretion to determine if an EMPLOYEE can take an outside course.

SECTION 3: Defibrillation and EPI training and certification will be provided for and/or funded by the EMPLOYER.

SECTION 4: Personnel will be paid at an overtime rate if attendance at any of the above courses/classes is not held within their normal shift hours.

SECTION 5: Personnel are responsible for monitoring and keeping current their EMT certifications (including EPI pen and DEFIB). The Chief and the EMS coordinator shall be informed of any status changes. Failure to maintain status could result in disciplinary action.

SECTION 6: EMPLOYEES will coordinate with the Chief for payment or reimbursement of costs associated with renewal of EMT credentials. The EMPLOYER will fund associated costs approved by the Fire Chief.

ARTICLE 30 - RULES AND REGULATIONS

The Chief will maintain a Department Rules and Regulations Book. Copies of existing rules, orders, and regulations shall be furnished to the UNION. Future revisions of rules and regulations, including memos and directives, shall be furnished by the Chief or EMPLOYER to the UNION at least two (2) weeks before they are implemented, except in emergency circumstances.

ARTICLE 31 - JOB SECURITY AND RELATED MATTERS

SECTION 1: During normal duty and in administrative matters, the Chief is the immediate supervisor of all full-time EMPLOYEES. To make best use of available resources during emergency responses, the Chief may make assignments of positions as he/she deems fit to handle the emergency situation(s).

SECTION 2: EMPLOYEES will be granted substitute or exchange time with qualified EMPLOYEES within the Department. Substitutions may be permitted, subject to approval by the Chief or his/her designee.

ARTICLE 32 – LAYOFF

SECTION 1: If the Town finds it necessary to lay off EMPLOYEES, the procedures set forth in this Article will apply. Lay-offs will be done in accordance with Article 7- Seniority, with the least senior EMPLOYEE to be the first EMPLOYEE laid off.

SECTION 2: The Town will give each employee who is laid off either four (4) weeks advance notice, or in lieu of such notice, two (2) weeks pay.

SECTION 3: In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he/she may have earned but not used at the time of lay off. If an employee who has been laid off and who has received payment in lieu of vacation is re-hired in the same fiscal year, he/she shall not be entitled to a vacation with pay in that fiscal year.

ARTICLE 33 – RE-HIRE RIGHTS

SECTION 1: The seniority list shall be used in all cases where reduction of the work forces is required. The same list shall be used when rehiring, with the last EMPLOYEE laid off to be the first re-hired, before any new employee is considered.

SECTION 2: EMPLOYEES will retain seniority recall rights equal to the length of service, up to a maximum of three (3) years. A refusal of recall by a full-time EMPLOYEE of the Boxborough Fire Department on layoff will terminate all seniority and recall benefits.

SECTION 3: An EMPLOYEE re-hired within one year of being laid off will, upon recall, maintain the same seniority level as when the EMPLOYEE was laid off and will also accrue vacation at the same level as when laid off. For an EMPLOYEE who is re-hired after one year of being laid off, the start date of full-time employment as a Firefighter/EMT will begin anew, effective the date of re-hire, and the EMPLOYEE will be treated as a new hire for seniority, salary, vacation and all other benefit purposes, but will not be considered a TRAINEE within the meaning of Article 22.

SECTION 4: The Chief, at his discretion, may require a pre-employment physical for EMPLOYEES re-hired pursuant to this Article.

ARTICLE 34 - WAGES

Existing EMPLOYEES will move from Step to Step each July 1, if they have achieved an overall performance rating of "meets requirements" or better.

New EMPLOYEES will be hired at the first step (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1, if they have achieved an overall performance rating of "meets requirements" or better. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment and achieving an overall performance rating of "meets requirements" or better.

Lieutenants shall be paid at 13% above the maximum Firefighter/EMT step.

Schedule for Hourly Rates Effective July 1, 2012

FIREFIGHTER/EMT:

	Step A	Step B	Step C	Step D	Step E	Step F
Step	20.81	21.54	22.29	23.07	23.88	24.71
COLA (1.5%)	.31	.32	.33	.35	.36	.37
Total Wages	21.12	21.86	22.62	23.42	24.24	25.08
Overtime	150% of hourly rate					

LIEUTENANT:

Wages	28.34	
Overtime	150% of hourly rate	

Schedule for Hourly Rates Effective July 1, 2013

FIREFIGHTER/EMT

	Step A	Step B	Step C	Step D	Step E	Step F
Step	21.12	21.86	22.62	23.42	24.24	25.08
COLA (1.75%)	.37	.38	.40	.41	.42	.44
Total Wages	21.49	22.24	23.02	23.83	24.66	25.52
Overtime	150% of hourly rate					

LIEUTENANT:

Wages	28.84	
Overtime	150% of hourly rate	

Schedule for Hourly Rates Effective July 1, 2014

	Step A	Step B	Step C	Step D	Step E	Step F
Step	21.49	22.24	23.02	23.83	24.66	25.52
COLA (1.75%)	.38	.39	.40	.42	.43	.45
Total Wages	21.87	22.63	23.42	24.25	25.09	25.97
Overtime	150% of hourly rate					

LIEUTENANT:

Wages	29.34	
Overtime	150% of hourly rate	

ARTICLE 35 - DURATION

The provisions of this Agreement will become effective July 1, 2012 and will continue in full force and effect through June 30, 2015, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, 2014, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the officers duly authorized to do so by PFF Local 4601.

Signed, this _____ day of _____, 2013:

For the EMPLOYER:

Leslie R. Fox, Chairman

Vincent M. Amoroso, Clerk

Francis J. Powers

Robert T. Stemple

Raid M. Suleiman

For the UNION:

Shawn S. Gray, President

Eoin Bohnert, Vice President

Jonathan Williams, Treasurer

DEFINITIONS

ADMINISTRATIVE DUTIES - day-to-day routine duties and assignments, permit applications, business and citizens interactions and questions, daily logs, state forms and reports. Daily department functions other than emergency responses and incidents.

CONTINUOUS SERVICE - any period of continuous paid service, including paid leaves of absence, vacation and sick leave, and time on 111F, but excluding unpaid leaves of absence.

EMERGENCY - unplanned, unexpected, sudden happening.

FULL-TIME - uniformed member appointed by the Fire Chief as Firefighter/EMT and regularly scheduled for 50 hours per week.

WORK DAY – The work day is a total of ten (10) paid work hours.

ATTACHMENT A

**Town of Boxborough
Complaint/Grievance Form**

Statement of Grievance:

Article & Section reference from Contract or Personnel Administration Plan:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Signature of Union Representative

Date

Step	Procedural Recipient	Procedural Date of Escalation	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Step 1	Fire Chief	(14 cal. days)				
Step 2	BoS	(14 cal. days)				
Step 2b	BoS ruling	(30 cal. days)				
Step 3	Arbitration					

ATTACHMENT B

BOXBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC.

INDIVIDUAL AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(last name) (first name) (middle initial)

TO: Treasurer, Town of Boxborough

Effective _____, I hereby request and authorize you to deduct from my weekly earnings the amount of exactly \$ _____ (_____ dollars and _____ cents) as the regular payment of the current rate of Association dues, as determined by majority vote of the Boxborough Professional Firefighters Association, Inc.

The amount deducted shall be done weekly, and paid to the Boxborough Professional Firefighters Association, Inc. within thirty days of the deduction.

This authorization shall remain in effect unless superceded in writing by me, rescinded in writing by me, or upon the termination of my employment. This authorization supercedes any previous weekly Association dues deduction form.

Signed: _____
(EMPLOYEE'S signature) (date)

Address: _____
(home)

(city) (state) (zip)